

## SERVICES AGREEMENT

In addition to this form, please complete the Enrollment/Change Form in order to complete the enrollment process.

This Agreement describes your rights and obligations as a user of Wachovia's Portfolio-Vision services. It also describes the rights and obligations of Wachovia, its affiliates, service providers and agents. Please read this Agreement carefully. By requesting and using any part of the Services, you agree that the following terms and conditions will apply.

### I. DEFINITIONS

The following definitions apply in this Agreement

"Access Codes" mean the user IDs, passwords, account numbers or other information or verification codes required to use the Services.

"Accounts" mean those Wachovia trust or investment management accounts for which you elected to receive any of the Services.

"Advisor" means that person who manages your primary relationship with Wachovia or its Affiliates.

"Affiliates" mean any parent, subsidiaries, affiliates or agents of Wachovia, and their officers, directors, employees, representatives and agents.

"Authorized Agent(s)" means the person(s) or party(ies) designated and authorized by you to use the Services, including obtaining Information on Accounts you designate.

"Electronic Communication" will include, but not be limited to, e-mail or other electronic distribution methods or posting or otherwise making notices, information or other communications available on the Website or through the Services.

"Fiduciary Accounts" mean Wachovia Accounts for which Wachovia or its Affiliates acts in a fiduciary capacity.

"Information" means the balances, data, material and information related to your Accounts, including holdings, pricing and valuation, tax related information, financial and market information, and any reports and other information made available from time to time by Wachovia through the Services.

"Service Providers" mean any parties used by Wachovia to provide some or all of the Services.

"Services" mean Wachovia's Portfolio-Vision services, Internet-based services, which includes online access to Information, and such additional online wealth management services as may be offered from time to time by Wachovia under this Agreement.

"You" means the undersigned individual(s), entity or organization as a user of the Services.

"Wachovia" or "we" means Wachovia Bank, N.A. and any officers, directors, employees, representatives or affiliates, of Wachovia Bank, N.A.

"Website" means the website and all related web pages used by Wachovia and its Service Providers to provide the Services, including the web pages associated with the Service.

### II. RIGHTS TO USE THE SERVICES

You and your Authorized Agent(s) are granted a limited, nontransferable and nonexclusive right to use the Services in accordance with the terms and conditions of this Agreement, and in accordance with the manual, instructions and other materials made available to you by Wachovia or its Service Providers either in paper form or through the Services. The Services are to be used exclusively by you and your Authorized Agent(s). You acknowledge and agree that Wachovia, its Affiliates and/or its Service Providers own all rights to the Services, the Website, and the functionality and content of the Services and the Website, including the Information.

### III. SECURITY AND ACCESS CODES

You will be responsible for the confidentiality and use of Access Codes and any use of the Services or Information obtained from the Services by anyone using the Access Codes assigned to you or your Authorized Agent(s), whether or not authorized by you or your Authorized Agent(s). You agree to notify Wachovia Business and Product Solutions immediately (by telephone and/or in writing) if you become aware of:

- Any loss or theft of any Access Codes assigned to you or your Authorized Agent(s);
- Any unauthorized use of any Access Codes, the Services or of any Information obtained through the Services;
- Any errors or discrepancies in any Information; or
- Any receipt by you of Information that does not pertain to your Account(s).

### IV. AUTHORIZED AGENT(S)

You may, from time to time, in the manner and format designated by Wachovia, authorize and appoint Authorized Agent(s) to access the Services to obtain Information regarding some or all your Accounts. Such authorization will remain in effect until you notify us in writing that you have revoked or amended that authorization and we have a reasonable opportunity to act on such notice. You understand that Wachovia and its Services Providers have no responsibility for reviewing or monitoring any activity of your Authorized Agent(s). You will be responsible for all use of the Services and the Information by your Authorized Agent(s), including, but not limited to, any negligence, gross negligence or willful misconduct in the use of the Services and the Information by your Authorized Agent(s).

### V. YOUR USE OF THE INFORMATION

Information available through the Services is not intended to replace official records and statements or notices regarding your Accounts and the holdings in your Accounts. You understand that the Information is unaudited and that financial, market, pricing or valuation information is obtained from sources believed to be reliable; however, due to the volume of Information and continual change in the marketplace, Wachovia and its Affiliates do not make any warranty or guaranty as to the availability, timeliness, sequence, accuracy, completeness, reliability or content of any Information. You agree that you will use any and all market and financial information obtained from the Services solely for your personal use. You may not report, reproduce, publish, distribute, retransmit, sell, publicize or otherwise provide to any other person or entity any financial or market data or information that may be provided as part of the Services.

### VI. AVAILABILITY OF SERVICES

Wachovia does not guarantee that the Services will be available 24 hours a day, seven days a week. Access to the Services may be limited, delayed or unavailable during periods of peak demand; system upgrades or maintenance; electronic, communication or system problems; or for other reasons. In the event you are not able to access the Services or experience problems using the Services, you should contact your Wachovia Business and Product Solutions.

### VII. ELECTRONIC COMMUNICATION: NOTICES

Use of the Services may involve the transmission to you and your Authorized Agent(s) of your personal financial information, including, but not limited to, account balances and holdings. You consent to the transmission by electronic means of such information through the Services, which consent shall be effective at all times that you and your Authorized Agent(s) are enrolled for any of the Services.

You agree that Wachovia and its Affiliates may use Electronic Communication to send you information and notices regarding the Services and your Wachovia Accounts, including any notices required by law or regulation, as well as information regarding products and services we believe may be of interest to you. You agree to notify us promptly of any changes to your e-mail address or other address.

You may use the email function within the Service to communicate with Wachovia regarding questions you may have relating to your use of the Services. You should not use e-mail or other Electronic Communication to communicate with Wachovia for any other purpose, including your Access Codes, your Accounts or any errors or problems with your Accounts, nor should you send any personal or confidential information, such as account numbers or account information, via e-mail. If you need to communicate with Wachovia immediately, such as to report the theft or unauthorized use of Access Codes or an error related to

## **VII. ELECTRONIC COMMUNICATION: NOTICES (CONT.)**

information on your accounts, please contact your Wachovia Relationship Manager or Wachovia Business and Product Solutions.

## **VIII. FEES AND COSTS: SYSTEM REQUIREMENTS**

In order to use the Services, you and your Authorized Agent(s) must have a personal computer with a secure Internet browser and access to the Internet through an Internet service provider. Wachovia does not charge any access fees for using the Services, however; you and your Authorized Agent(s) will be responsible for providing all software, equipment, telecommunication services and connections, including upgrades, needed to access and use the Services. You and your Authorized Agent(s) also are responsible for obtaining, maintaining and upgrading anti-virus software to protect from viruses or other malicious codes that may affect your software or access to the Services. In the event there is a change to any hardware, software, system or services requirement, Wachovia will give prior notice as required by law to allow you to obtain upgrades.

## **IX. MODIFICATION OF THIS AGREEMENT OR SERVICES: NOTICES**

Wachovia may unilaterally revise, amend, modify or change ("Change") the Services, the types of Information offered through the Services, or the terms and conditions of this Agreement in whole or in part, at any time. Any required notices of such Change, as well as any other notice relating to your Wachovia Accounts or the use of the Services, may be given at Wachovia's option by U.S. mail or other physical delivery or through Electronic Communication. Continued use of the Services after such notice will constitute receipt, acknowledgement and acceptance of such Change and any such notices. New options, features and electronic services may be introduced as part of the Services ("Additional Services") from time to time by Wachovia. Use of those Additional Services will be governed by this Agreement, as well as any terms, rules and other instructions governing the use of such Additional Services made available to you. Except as specifically stated otherwise in this Agreement, you should send any required instructions or notices to Wachovia in writing, directed to your Advisor at the address shown on the enrollment change form or such other address that Wachovia may provide from time to time, by U.S. mail or other physical delivery. Wachovia may, at its sole discretion, accept oral instructions or notifications or other methods of transmission or communication. Wachovia shall have a reasonable time to act on any instructions or notices from you.

## **X. CANCELLATION OR TERMINATION OF SERVICES**

You may cancel the Services, or request that Information for specific Accounts be removed from the Service, any time upon not less than five (5) business days' written notice to Wachovia Business and Product Solutions, One West Fourth Street, Winston-Salem, NC 27101. Wachovia reserves the right to cancel or terminate the Services or delivery of any Information, or suspend your access to the Services and any Information, at any time and from time to time, in whole or in part, for any reason whatsoever, including, but not limited to, undeliverable email or unauthorized use of Access Codes. We will attempt to notify you in advance of such suspension, cancellation or termination, if possible, but are not obligated to do so.

## **XI. DISCLAIMER OF WARRANTIES**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE AND NO WARRANTY OF TITLE OR NON-INFRINGEMENT. WACHOVIA AND ITS AFFILIATES DO NOT MAKE ANY WARRANTY OR GUARANTY THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, THAT THE SERVICES WILL BE SUITABLE FOR OR MEET YOUR PARTICULAR NEEDS, OR THAT THE INFORMATION WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

## **XII. LIMITATION OF LIABILITY**

Wachovia and its Affiliates will not be liable for any losses or liabilities arising or resulting from any inaccuracies, errors, omissions, delays, interruptions, unavailability, failure, use or loss of any part of the Services or the Information, use or misuse of Access Codes, acts or omissions by you or your Authorized Agent(s), or from circumstances over which we have no control, direct or indirect, including, but not limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect, network or communication problems, operator errors, log-in sequences, strikes or labor disputes or shortages, severe weather, earthquakes, floods or other such disasters. Wachovia and its Affiliates shall have no liability for any consequential, incidental, special, indirect, punitive or exemplary damages, including lost profits, trading losses or other damages arising from or related to any inaccuracies, errors, omissions, delays, interruptions, unavailability, failure, use or loss of any part of the Services. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability.

### XIII. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Wachovia and its Affiliates from and against any and all liability, claims, losses, damages, costs and expenses, including reasonable attorneys' fees, arising out of or relating to (i) your use of the Services, (ii) any use by your Authorized Agent(s), (iii) any use of the Services by any other person you or your Authorized Agents have authorized or allowed to use the Services or otherwise provided or made available, intentionally or unintentionally, any Access Codes, or (iv) any breach of your responsibilities under this Agreement or under any state or federal laws or regulations.

### XIV. OTHER AGREEMENTS

All of the terms and conditions of your agreements with Wachovia and/or any Affiliates regarding your Wachovia Accounts currently in effect and as amended from time to time will continue to control the operation of your Wachovia Accounts.

### XV. GOVERNING LAW: SEVERABILITY

This Agreement will be governed by and construed in accordance with the laws of the state of North Carolina and applicable federal law, without regard to conflict of laws provisions, your actual state or country of residence, or any different state laws that may govern your Accounts. If any provision of these terms of use is found to be unenforceable for any reason, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

### XVI. BENEFIT ASSIGNMENT

This Agreement shall inure to the benefit of Wachovia and its Affiliates and their respective successors and assigns. This Agreement may not be assigned by you without the prior written consent of Wachovia.

### XVII. AUTHORIZATION

BY SIGNING BELOW, YOU ARE ACCEPTING AND AGREEING TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THE CONSENT AND AUTHORIZATION RELATING TO USE AND SHARING OF FIDUCIARY AND OTHER ACCOUNT INFORMATION CONTAINED IN SECTION 16.

ACKNOWLEDGED AND AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
ORGANIZATION NAME (if applicable)

By \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

By \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

**TO BE COMPLETED BY WACHOVIA BUSINESS AND PRODUCT SOLUTIONS**

User IDs and passwords will be provided by Wachovia Business and Product Solutions

Date Received	Specialist Name	Date Completed
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Return completed form to Wachovia Business and Product Solutions NC6252